

Robert Orseck Moot Court 2026 Problem

In 2014, Diego Garcia began working for his friend's roofing company in Playa County, Florida. Mr. Garcia's friend, Juan Delgado, was a Florida licensed roofer, with his own roofing company, Delgado Roofing, LLC, a Florida Limited Liability Company. As a Florida licensed roofer, Mr. Delgado served as the primary qualifying agent for his company, Delgado Roofing, LLC. Eventually, Mr. Garcia wanted to own and operate his own roofing company, Garcia Roofing, LLC. Mr. Garcia was not licensed as a Florida roofer yet, but he planned on taking the exam and becoming licensed after working under Mr. Delgado's supervision for a few years.

On June 4, 2019, after Mr. Garcia had worked for Mr. Delgado for five years at Delgado Roofing, LLC, Mr. Garcia resigned from Delgado Roofing, LLC and formed Garcia Roofing, LLC, as a Florida Limited Liability Company. According to Mr. Garcia, Mr. Garcia and Mr. Delgado parted on good terms, and Mr. Delgado supported Mr. Garcia's dream of starting his own roofing company. Mr. Garcia, now more experienced, was not a licensed roofer yet, but Mr. Garcia planned on taking the Florida roofing license exam and becoming licensed in early 2020.

According to Mr. Garcia, Mr. Delgado told Mr. Garcia he would agree to serve as Garcia Roofing LLC's primary qualifying agent until the State of Florida issued Mr. Garcia a roofing license. Because Mr. Garcia had never run a company before, Mr. Garcia did not understand that certain paperwork was required for Mr. Delgado to officially become Garcia Roofing's primary qualifying agent; instead, Mr. Garcia mistakenly confused being the company's Registered Agent with the Florida Division of Corporations with being the company's primary qualifying agent with the Florida Department of Business and Professional Regulations. Originally, Mr. Delgado did serve as Garcia Roofing LLC's first official Registered Agent. However, Mr. Delgado was never officially Garcia Roofing's primary qualifying agent at any time.

On July 2, 2019, Residential Redevelopment Solutions, LLC, a Florida Limited Liability Company specializing in flipping and selling residential real estate throughout the State of Florida, purchased a parcel of residential real property, which included a fully built residence, that they planned to flip and sell, in Playa

County, Florida (“the Property”). Justin Stallworth (“Mr. Stallworth”) was Residential Redevelopment Solution’s principal.

On October 18, 2019, Hurricane Bruno, a category 3 hurricane, hit Playa County, Florida, causing catastrophic damage in Playa County. The Playa County Board of County Commissioners declared a state of emergency for Playa County, and that declaration lasted through December 31, 2019. Hurricane Bruno substantially damaged the Property’s almost fifteen-year-old asphalt roof. As a result of Hurricane Bruno, the Property’s asphalt roof had to be replaced. Residential Redevelopment Solutions had homeowner’s insurance on the Property, and Mr. Stallworth filed a claim with Residential Redevelopment Solution’s insurance carrier to pay for the Property’s new roof.

According to Mr. Stallworth, Mr. Stallworth contacted Mr. Delgado to see if he could replace the Property’s roof, but Mr. Delgado was so busy after Hurricane Bruno that he did not have any availability for the job. However, according to Mr. Stallworth, Mr. Delgado recommended Mr. Garcia and his company, Garcia Roofing, LLC. According to Mr. Stallworth, Mr. Delgado never told Mr. Stallworth that he had agreed to serve as Garcia Roofing’s primary qualifying agent. However, according to Mr. Garcia, Mr. Garcia still believed Mr. Delgado was currently serving as Garcia Roofing’s primary qualifying agent, even though Mr. Delgado was not.

Accordingly, in December of 2019, Mr. Stallworth contacted Mr. Garcia about hiring Mr. Garcia’s company, Garcia Roofing, to replace the Property’s roof.

According to Mr. Garcia, Mr. Garcia verbally told Mr. Stallworth that he was not licensed yet, but that he was studying to take the Florida roofer’s exam, and that Mr. Garcia planned to take the exam in March of 2020. According to Mr. Garcia, Mr. Stallworth verbally told Mr. Garcia that the delay was fine because Residential Redevelopment’s homeowner’s insurance carrier had not paid out on the claim yet anyway. According to Mr. Garcia, Mr. Garcia also told Mr. Stallworth that Mr. Delgado was currently serving as Garcia Roofing’s primary qualifying agent, meaning that even though Mr. Garcia was not licensed yet, Mr. Garcia’s licensing delay would have very little impact on Garcia Roofing’s ability to obtain a permit from Playa County to begin replacing the Property’s roof or to finish the roofing project on time. However, that was inaccurate because Mr. Delgado was not

serving as Garcia Roofing's primary qualifying agent – he was only serving as Garcia Roofing's Registered Agent.

However, according to Mr. Stallworth, Mr. Garcia did not tell him that he was unlicensed, and according to Mr. Stallworth, Residential Redevelopment Solutions would not have agreed to hire Mr. Garcia, or his company, had Mr. Stallworth known that Mr. Garcia was unlicensed.

On December 16, 2019, Residential Redevelopment and Garcia Roofing executed a written roofing contract ("the December 16, 2019 Agreement"). As part of the December 16, 2019 Agreement, Residential Redevelopment agreed to pay Garcia Roofing \$65,000.00 to tear off the Property's old roof, made of asphalt shingles, and replace it with a new metal roof. The new metal roof would cover the Property's 3,000 square feet. Mr. Garcia's roofing experience was primarily focused on asphalt shingle roofs, not metal roofs – Mr. Garcia had only done less than a dozen metal roofs when he had previously worked with Mr. Delgado. However, Mr. Garcia did not tell Mr. Stallworth this. Mr. Garcia knew Mr. Delgado had much more experience installing metal roofs than he did, and Mr. Garcia expected Mr. Delgado would help Garcia Roofing out if Mr. Garcia felt like he did not know what he was doing. The December 16, 2019 Agreement included an estimated completion date of May 29, 2020. The December 16, 2019 Agreement also included Mr. Delgado's Florida roofing license number in the top right corner, but the December 16, 2019 Agreement did not specifically say whose license that license number belonged to.

Pursuant to the December 16, 2019 Agreement, on December 16, 2019, Residential Redevelopment paid Garcia Roofing 20% of the \$65,000.00 Project price, or \$13,000.00, as a deposit. Because Mr. Garcia was just starting his business, he had not opened a business checking account yet, so Mr. Garcia told Mr. Stallworth to have Residential Redevelopment make the checks out to him personally. Mr. Garcia cashed the checks into his own personal bank account, commingling his personal funds with those from Residential Redevelopment.

In January of 2020, according to Mr. Garcia, Mr. Garcia contacted Mr. Delgado and asked him to "pull" (i.e., apply for) the permit for the Property's new roof. According to Mr. Garcia, Mr. Delgado agreed that he would use his Florida roofer's license to pull the permit for the Property's new roof. According to Mr.

Garcia, Mr. Delgado asked Mr. Garcia to pay him \$500.00 to pull the Permit for Mr. Garcia, and Mr. Garcia agreed. According to Mr. Garcia, Mr. Delgado told Mr. Garcia he frequently pulled permits for many of his friends in the industry for projects all over the State of Florida, and that this practice was standard throughout the roofing industry in Florida.

On February 6, 2020, Mr. Garcia withdrew \$500.00 from his checking account and paid Mr. Delgado \$500.00 in cash. That same day, Mr. Delgado applied for a permit with the Playa County Building Department using his license. Mr. Delgado did not list his company Delgado Roofing, Mr. Garcia, or Garcia Roofing as the contractor, but himself, individually, instead.

On February 14, 2020, Playa County issued Mr. Delgado a permit for the Property's new roof ("the Permit"). The Permit was scheduled to expire six months later, on August 14, 2020.

On February 17, 2020, Mr. Delgado was admitted to the hospital, complaining of shortness of breath and extreme coughing fits. On February 26, 2020, Mr. Delgado, who had smoked his entire life, was diagnosed with Stage Three Lung Cancer.

On February 28, 2020, according to Mr. Garcia, Mr. Garcia visited Mr. Delgado, inquiring about the Permit's status and about the roofing project in general. However, according to Mr. Garcia, Mr. Delgado told Mr. Garcia about his recent diagnosis. According to Mr. Garcia, Mr. Delgado told Mr. Garcia he would not be taking on any new projects or assisting anyone else with any more projects, so he could focus on his health and his family. Instead, according to Mr. Garcia, Mr. Delgado told Mr. Garcia that he was going to sell his business and retire. Mr. Garcia offered to buy the business from Mr. Delgado, but Mr. Delgado refused, telling Mr. Garcia that he could not afford it, especially when Mr. Garcia was not even licensed yet. Mr. Delgado told Mr. Garcia about the Permit and gave Mr. Garcia a copy of the Permit, but Mr. Delgado told Mr. Garcia he was on his own. As a result of this conversation, the two men had a falling out, and that was the last time Mr. Delgado and Mr. Garcia spoke to each other.

No one ever filed any paperwork to have Mr. Delgado removed from the Permit. Instead, according to Mr. Garcia, he said he was going to wait until after he hopefully passed the roofing exam in March of 2020, and then he would change

over the Permit to his company, Garcia Roofing, after he became a licensed roofer with the State of Florida.

In March of 2020, Mr. Garcia's roofing exam was cancelled due to the covid-19 pandemic. Mr. Garcia rescheduled his roofing exam for September 18, 2020.

On September 18, 2020, Mr. Garcia took the Florida's roofing license exam. Later, he would find out that he passed the exam.

Since signing the December 16, 2019 Agreement, Garcia Roofing and Residential Redevelopment had not communicated with each other. Residential Redevelopment waited several months to contact Garcia Roofing, because of both the covid pandemic and because the insurance carrier was still processing the Hurricane Bruno claim.

On October 5, 2020, Mr. Stallworth finally contacted Mr. Garcia and asked Mr. Garcia about the status of the Property's new roof. Scared of losing Residential Redevelopment as a client, Mr. Garcia falsely told Mr. Stallworth that the project was right on track and that everything was on schedule. However, because the December 16, 2019 Agreement did not include a draw/payment schedule, Mr. Garcia asked Mr. Stallworth for \$7,000.00 to continue the project. Mr. Stallworth told Mr. Garcia that Residential Redevelopment's insurance carrier was going to be paying Garcia Roofing, not Residential Redevelopment (which is not what the parties' agreement said), and that Mr. Stallworth was still waiting on the insurance carrier to process the claim. However, on October 5, 2020, Residential Redevelopment did pay Mr. Garcia another \$7,000.00 as requested. By that time, Garcia Roofing had done nothing to move the roofing project along, besides having Mr. Delgado pull the Permit.

Two days later, on October 7, 2020, Mr. Stallworth visited the Property for the first time since signing the December 16, 2019 Agreement. Realizing nothing had been done on the Property's roof, Mr. Stallworth was irate. Mr. Stallworth furiously called Mr. Garcia, telling him that if the Property's new roof was not completed by the end of the month, Mr. Stallworth would fire him and demand Residential Redevelopment's money back.

Based on this call with Mr. Stallworth, on October 9, 2020, Garcia Roofing quickly purchased \$15,000.00 worth of metal roofing supplies, and on Saturday, October 10, 2020, Garcia Roofing started tearing off the Property's old roof.

In October of 2020, Garcia Roofing finished tearing off the Property's roof. After Garcia Roofing finished tearing off the Property's roof, Mr. Garcia sent Mr. Stallworth pictures of the removed roof to show Garcia Roofing's progress. On October 26, 2020, Mr. Garcia texted Mr. Stallworth and told him it would cost another \$10,000.00 to order enough roofing supplies to get started on the Property's new metal roof. However, Mr. Stallworth did not reply to Mr. Garcia's text message from October 26, 2020.

On November 16, 2020, the State of Florida issued Mr. Garcia his roofing license. Almost immediately afterwards, Mr. Garcia realized his paperwork was not in order, and so in November of 2020, Mr. Garcia made himself Garcia Roofing's Registered Agent and its first official primary qualifying agent. Further, he finally opened a new business checking account for Garcia Roofing with a local credit union, but he did not move any of the money Residential Redevelopment had paid him thus far into the new account. However, Mr. Garcia did not check or change the Permit. Because Mr. Delgado's name was on the Permit, and not Mr. Garcia's name, Mr. Garcia did not realize the Permit had expired, and neither Mr. Garcia nor Mr. Delgado ever took any actions to extend or otherwise modify the Permit.

On December 4, 2020, after extensive back and forth between Residential Redevelopment and its insurance carrier, Residential Redevelopment's insurance carrier denied their homeowner's insurance claim for damage caused by Hurricane Bruno. The insurance carrier claimed that because the Property's asphalt roof was almost 15 years old when the hurricane hit, the Property's asphalt roof had to be replaced anyway regardless of the hurricane, and therefore the carrier would only be willing to pay less than the \$10,000.00 deductible under the policy.

On December 9, 2020, Mr. Garcia followed up on his October 26, 2020 text message to Mr. Stallworth, asking Mr. Stallworth for an additional \$10,000.00 for roofing materials so Garcia Roofing could begin the Property's new metal roof. On December 18, 2020, Residential Redevelopment paid Mr. Garcia an additional \$10,000.00. Residential Redevelopment made the check out to Mr. Garcia, but this

time, Mr. Garcia deposited the check into Garcia Roofing's new business checking account.

On January 11, 2021, Mr. Garcia texted Mr. Stallworth and asked Residential Redevelopment Solutions for an additional \$10,000.00. Mr. Stallworth refused and told Mr. Garcia that the remaining \$35,000.00, due under the contract, would be paid when Garcia Roofing finished the Property's roof. Mr. Garcia told Mr. Stallworth that this was not what they had agreed to. Mr. Stallworth texted back:

"I don't care what we previously agreed to. We also didn't agree you could pick and choose when you wanted to work and when you didn't. This roof should have been done by now – it is WAY OVERDUE which is YOUR FAULT ALONE. Your foot dragging and empty excuses are not ok with me. You're way behind schedule, which is not ok for me and my business. The market is heating up, we should have flipped this house by now, and you are the only one standing in our way, preventing us from selling it. If you don't finish the roof ASAP, I will fire you, which will be the least of your worries if we can't flip this house in the next 30 days. Stop asking me for more money and finish the roof ASAP."

Concerned about his reputation being damaged, Mr. Garcia decided to complete the Property's new metal roof, and then worry about the remaining \$35,000.00 later. In total, Garcia Roofing spent \$40,000.00 on materials, equipment, and supplies, and expected to receive \$25,000.00 for its labor and profit, for the \$65,000.00 total. Mr. Garcia used Residential Redevelopment's \$30,000.00 to pay for the materials, equipment, and supplies, and then spent another \$10,000.00 of its own funds from Garcia Roofing's business checking account to pay for the other materials, equipment, and supplies. On January 29, 2021, Garcia Roofing completed the Property's new metal roof.

On August 14, 2020, the Permit expired. No one extended the Permit. On February 15, 2021, Mr. Garcia called to schedule a final inspection with the Playa County Building Department. Once the Playa County Building Department realized the Permit had expired, on February 17, 2021, the Playa County Building Department issued a Stop Work Order and sent a copy of the Stop Work Order and the expired Permit to Residential Redevelopment. Once Mr. Stallworth saw the Stop Work Order and the expired Permit for the first time, Mr. Stallworth immediately fired

Garcia Roofing. Although the Property's roof was substantially complete with a few minor defects, Residential Redevelopment hired a subsequent contractor, who charged Residential Redevelopment another \$15,000.00 to change over the Permit, repair these minor defects, pass the final inspection, and close out the Permit and finish the roofing project. However, most of the subsequent contractor's work was largely administrative in nature – besides some minor defects that were easily fixed, the subsequent contractor did not have to fix any major defects, and the metal roof was substantially complete by the time Residential Redevelopment originally hired the subsequent contractor.

On March 12, 2021, on advice of counsel, Garcia Roofing recorded a Claim of Lien in the Public Records of Playa County, Florida, against the Property for the remaining \$35,000.00 owed under the December 16, 2019 Agreement. At the time, Residential Redevelopment had listed the Property. The Claim of Lien caused Residential Redevelopment to have to de-list the Property and breach their listing agreement with their realtor.

On March 19, 2021, Mr. Stallworth filed a criminal report against Mr. Garcia with the Playa County Sheriff's Office, regarding Mr. Garcia's unlicensed contracting. However, the Playa County Sheriff's Office declined to prosecute Mr. Garcia or his company, telling Mr. Stallworth it was a "civil matter." On March 26, 2021, Mr. Stallworth also filed a complaint with the Florida Department of Business and Professional Regulations, which also said that they would not be moving forward with prosecuting Mr. Garcia.

Once Residential Redevelopment realized that neither the Sheriff's Office nor the Florida Department of Business and Professional Regulations were going to investigate, prosecute and/or discipline Mr. Garcia or his business, Residential Redevelopment ultimately decided they were going to file a civil lawsuit.

On July 15, 2022, Residential Redevelopment Solutions, LLC filed a lawsuit in the Circuit Court of the Twenty-First Judicial Circuit in and for Playa County, Florida, against Garcia Roofing, LLC. Originally, Residential Redevelopment sued Garcia Roofing for filing a fraudulent lien and for breach of contract. Originally, Residential Redevelopment claimed the Claim of Lien was fraudulent because Garcia Roofing was not owed \$35,000.00 when it filed and recorded the Claim of Lien, and Residential Redevelopment claimed Garcia Roofing, LLC materially

breached the parties' December 16, 2019 Agreement because it failed to complete the roofing project by May 29, 2020, and because it allowed a Stop Work Order to be placed on the roofing project when it failed to renew the Permit.

On August 10, 2022, Garcia Roofing filed its Answer, Affirmative Defenses, and Counterclaims. In its Counterclaims, Garcia Roofing sued Residential Redevelopment for foreclosure of the Claim of Lien and for breach of the parties' December 16, 2019 Agreement.

In February of 2023, Residential Redevelopment fired their law firm, hired a new lawyer, and took a much more aggressive approach. On April 11, 2023, Residential Redevelopment amended their Complaint against Mr. Garcia and Garcia Roofing. Now, Residential Redevelopment took the position that there was never a contract between Residential Redevelopment and Garcia Roofing because Mr. Garcia was not a licensed contractor when the Parties signed the December 16, 2019 Agreement.

In the April 11, 2023 First Amended Complaint, Residential Redevelopment sued Garcia Roofing and Mr. Garcia, jointly and severally, for: (1) filing a fraudulent lien; (2) violations of Florida's Deceptive and Unfair Trade Practices Act ("FDUTPA"); (3) unlicensed contracting; (4) civil theft; and (5) civil conspiracy with Mr. Delgado as a co-conspirator. However, Residential Redevelopment did not add Mr. Delgado as a party.

Mr. Garcia hired the same law firm as Garcia Roofing to represent him as well and signed a potential conflict waiver.

On April 20, 2023, on advice of counsel, Garcia Roofing filed an Amended Claim of Lien, now only claiming the \$10,000.00 which Garcia Roofing paid out of pocket. However, Residential Redevelopment did not amend the First Amended Complaint after the Amended Claim of Lien was recorded.

On April 28, 2023, Garcia Roofing and Mr. Garcia filed a Motion to Dismiss, claiming that Mr. Delgado and his company had to be included as indispensable parties. On August 31, 2023, the Court held a hearing on Garcia Roofing and Mr. Garcia's Motion to Dismiss, and denied the April 28, 2023 Motion to Dismiss, holding that they were not indispensable parties. The Court gave Garcia Roofing

and Mr. Garcia two weeks to file an Answer to Residential Redevelopment's April 11, 2023 First Amended Complaint.

On September 8, 2023, Mr. Garcia and Garcia Roofing filed their Answer, Affirmative Defenses, and Counterclaims to the April 11, 2023 First Amended Complaint. As part of this pleading, Garcia Roofing sued to foreclose on Amended Claim of Lien and dropped the original breach of contract claim. Further, Mr. Garcia and Garcia Roofing did not include failure to join indispensable parties as an affirmative defense, after that argument failed in the Motion to Dismiss. Further, Mr. Garcia and Garcia Roofing never brought a third-party claim against Mr. Delgado or his company.

The Parties subsequently engaged in discovery for the next several months, including taking the deposition of Mr. Garcia, and the parties attended mediation, which ended in an impasse. Importantly, neither of the parties could locate Mr. Delgado after he sold his company for \$2,000,000.00 in 2023 – he moved out of the country with his family after he sold the company.

The litigation stalled for several reasons, including because Residential Redevelopment had other matters with which it was dealing. For example, Residential Redevelopment flipped and sold a dozen properties, and on December 11, 2023, Residential Redevelopment filed a new lawsuit against its insurance carrier for wrongfully denying its insurance claim. Those two parties ultimately settled that case in 2024. As part of that settlement, Residential Redevelopment's insurance carrier paid Residential Redevelopment \$100,000.00. However, Residential Redevelopment did not pay any of those funds to Mr. Garcia or Garcia Roofing.

On September 10, 2024, Residential Redevelopment filed a Motion for Final Summary Judgment against Mr. Garcia and Garcia Roofing, on both its claims and on the counterclaims. In support of its September 10, 2024 Motion for Final Summary Judgment, Residential Redevelopment attached the depositions of Mr. Stallworth and Mr. Garcia. On September 30, 2024, Mr. Garcia and Garcia Roofing filed their Response in Opposition to the Motion for Final Summary Judgment.

On October 15, 2024, a new judge, Judge Harrington, was assigned to the case, and Judge Harrington ordered the parties to attend a Case Management Conference on

December 17, 2024. At the December 17, 2024 Case Management Conference, Judge Harrington scheduled the hearing on the Motion for Final Summary Judgment for February 12, 2025. Judge Harrington ordered the Parties to attend mediation again before the end of January.

On January 30, 2025, the Parties attended a second mediation, which also ended in an impasse.

On February 3, 2025, Judge Harrington rendered a Case Management Plan and Order in the case. This was the first Case Management Plan and Order rendered in the case. According to the February 3, 2025 Case Management Plan and Order, which the Parties had not seen or agreed to prior to it being rendered by Judge Harrington, many of the deadlines in the February 3, 2025 Case Management Plan had already passed, including the new December 27, 2024 Deadline to Amend the Pleadings. However, no one filed a Motion to Extend the Case Management Plan.

On February 10, 2025, two days before the February 12, 2025 Hearing on the September 10, 2024 Motion for Final Summary Judgment, Mr. Garcia and Garcia Roofing filed a Motion to Amend Pleadings. In the proposed Amended Pleading, Mr. Garcia and Garcia Roofing attempted to add a series of new things, including the following: (1) Garcia Roofing wanted to add new counterclaims for breach of a verbal contract, for quantum meruit, and for unjust enrichment; and (2) both Defendants wanted to add a new affirmative defense for failing to join indispensable parties (i.e., Mr. Delgado) based on the pre-existing Motion to Dismiss heard earlier in the case. In the proposed amended pleading, Mr. Garcia and Garcia Roofing alleged that, even if Mr. Garcia was originally unlicensed when the original roofing project began, he became licensed, and then the parties entered into a new verbal agreement once Mr. Garcia became licensed.

Alternatively, Residential Roofing would be unjustly enriched if it received the benefits of the work Garcia Roofing did once Mr. Garcia became a licensed roofer.

The Court held a one-hour hearing on February 12, 2025. First, the Parties argued over whether Mr. Garcia and Garcia Roofing's proposed amended pleading should be allowed. Mr. Garcia and Garcia Roofing argued that the proposed amended pleading should be allowed because, based on the case law, leave to amend should be freely given, and the standard for granting amended pleadings was very liberal. Residential Roofing argued that the proposed amended pleading should not be

permitted because: (1) the Case Management Plan required all motions for leave to amend to be filed by December 27, 2024; (2) granting the Motion for Leave to Amend would be prejudicial on the eve of the Hearing on the Motion for Summary Judgment; (3) Mr. Garcia and Garcia Roofing did not confer with Residential Roofing prior to filing their Motion for Leave to Amend as required by new Florida Rule of Civil Procedure 1.202; and (4) the Motion for Leave would be futile because the new affirmative defenses and counterclaims failed as a matter of law. In response, Mr. Garcia and Garcia Roofing argued that: (1) the Case Management Plan was inappropriate because the December 27, 2024 Deadline had already passed when it was rendered by the Court, and the case law of liberality of amendment of pleadings should override a case management plan to the contrary; (2) the Court could reset the hearing on the Motion for Summary Judgment, and any prejudice suffered by Residential Redevelopment was outweighed by liberally allowing pleadings to be amended; (3) while Mr. Garcia and Garcia Roofing did not confer, they did not have time to confer before the hearing and they wanted to have their Motion filed before the hearing, and there were no required sanctions under Rule 1.202 for not conferring; and (4) the Motion for Leave would not be futile because the new affirmative defenses and counterclaims were valid as a matter of law.

Judge Harrington agreed with all Residential Redevelopment's arguments and denied the Motion for Leave to Amend, with prejudice. Next, at the same hearing, the Parties subsequently turned to Residential Redevelopment's Motion for Summary Judgment.

Residential Redevelopment argued that the Court should grant its Motion for Final Summary Judgment. Residential Redevelopment argued that when Mr. Garcia signed the December 16, 2019 Agreement, Mr. Garcia was not a licensed roofer, and Mr. Delgado was not Garcia Roofing's primary qualifying agent. There was no dispute that the December 16, 2019 Agreement, for a new metal roof, included a scope of work which required a Florida roofing license. Therefore, Mr. Garcia and Garcia Roofing engaged in unlicensed contracting. Because they engaged in unlicensed contracting, the December 16, 2019 Agreement was immediately null and void – it never existed, legally. The only legal or equitable right Mr. Garcia and Garcia Roofing had to keep Residential Redevelopment's \$30,000.00 in paid funds was because of a contract that never legally existed. Mr. Garcia and Garcia

Roofing had lied to Residential Redevelopment when Mr. Garcia told Mr. Stallworth that Mr. Delgado was Garcia Roofing's primary qualifying agent, and when Mr. Garcia and Garcia Roofing engaged in unlicensed contracting. This circumstantial evidence could only lead a rational jury to reasonably believe that Mr. Garcia and Garcia Roofing acted with the requisite criminal and fraudulent intent necessary to hold them accountable for civil theft and violations of the Florida Deceptive and Unfair Trade Practices Act ("FDUTPA").

Mr. Garcia and Garcia Roofing argued that the Court should deny Residential Redevelopment's Motion for Final Summary Judgment. Mr. Garcia and Garcia Roofing argued that although the contract may not have been enforceable when it was signed, it showed that they were not acting with criminal intent when they took the funds from Residential Redevelopment to begin the project. Further, the jury could look at the fact that law enforcement declined to prosecute Mr. Garcia when Mr. Stallworth tried to report him for engaging in unlicensed contracting, and the fact that the DBPR declined to discipline Mr. Garcia as well.

Judge Harrington agreed with all Residential Redevelopment's arguments and granted its Motion for Final Summary Judgment in its entirety. On February 14, 2025, the Court rendered the Order Denying Leave to Amend and the Final Summary Judgment. On March 10, 2025, Mr. Garcia and Garcia Roofing filed their Notice of Appeal to the Florida Seventh District Court of Appeals.

On December 18, 2025, the Florida Seventh District Court of Appeals affirmed Judge Harrington's Final Summary Judgment.

First, the Seventh District Court of Appeals ruled that it was appropriate to deny the Motion for Leave to Amend under the circumstances, especially when the new amendments to the Florida Rules of Civil Procedure required case management plans to be strictly followed. Further, the Seventh District Court of Appeals ruled that the proposed amendments would have been futile if allowed anyway, especially because, as a matter of law, co-conspirators were never indispensable parties which had to be included as part of a civil conspiracy cause of action.

Second, the Seventh District Court of Appeal ruled that, as a matter of law, based on the Florida legislature's history in enacting the unlicensed contracting statute, the trial court could always infer and impute fraudulent and criminal intent when

an unlicensed contractor performed unlicensed contracting work. However, in doing so, the Seventh District Court of Appeals certified a conflict with the Florida Third District Court of Appeal's opinion in Incident365 Florida, LLC v. Ocean Pointe V Condominium Association, Inc., 404 So.3d 475 (Fla. 3d DCA 2024). Instead, the Seventh District Court of Appeal ruled that, even if an unlicensed contractor performed work that did not require a license, so long as the contract included unlicensed work, the entire contract was null and void as written.

Mr. Garcia and Garcia Roofing filed a Petition with the Florida Supreme Court, seeking review based upon the certified conflict. After briefing by both parties, the Florida Supreme Court has chosen to hear the case and has scheduled oral arguments to be heard in June of 2026 in Orlando, Florida.